

Letter from Alexander Graham Bell to William H. Forbes, March 29, 1879, with transcript

Folder, AT&T, 1877–98 drawer 6 Copied from a note book not numbered and entry not in Dr. Bell's handwriting. (Copy) 1509 Rhode Island Avenue, Washington, D. C., March 29th, 1879. W. H. Forbes, Esq., President—National Bell Telephone Co., My dear Sir:

Your favour of the 24th inst. was duly received. I am willing to conclude an agreement with the Company upon substantially the basis proposed in your letter. Your proposition—as I understand it—is as follows—

1. My salary is to be as before.
2. I am to give such time to legal suits as counsel may require.
3. I am to offer to the Company all results of my work—my experiments not being limited to telephonic apparatus.
4. The Company to pay me the cost of all experiments or work, the results of which it accepts.—

In regard to these points I should like to make a few remarks and suggestions—

1 (a) My salary has not been \$3000 per annum as you have supposed—but \$5000—the payment of which was arranged in a peculiar manner, which I shall endeavor to explain to you—

When I returned from Europe it was with the intention of resuming the practice of my profession, and of entering the Lecture—field. Upon reaching Boston, however, I found that the Bell Telephone Company desired to secure my services as Electrician for the Company—and that the legal advisers of the Company were averse to my lecturing upon

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the subject of the Telephone as I had intended. Under these circumstances I signified my willingness to postpone the resumption of professional work for one year, provided the Company would pay me the equivalent of my professional income.

I stated that my income at the time I relinquished teaching in the winter of 1874–5 was about \$4000, and that I could not now accept any less salary than \$5000. The Executive Committee of the Bell Telephone Co. considering that it was hardly 2 prudent for the company to pay this amount, arranged the matter in the following manner—

Mr. Sanders and Mr. Hubbard agreed with the Company, each personally to contribute \$1000 (one thousand dollars toward the payment of my salary, leaving the Company to pay the balance—namely three thousand dollars—in equal monthly instalments. A contract was then drawn up with me in which my salary was stated to be \$5000. Of this sum I received \$2000 in January and have received since from the Bell Telephone Co. monthly payments of \$250.

(b) I would propose that our agreement should continue in force until the 1st of July, 1880, instead of terminating upon the 1st of January as originally arranged. January—coming as it does in the middle of the University year—would not be a suitable month for resuming professional work should I decide to do so; whereas—if our agreement were made to terminate on the 1st of July, I should have a summer vacation for rest and preparation, and be ready to resume work in the autumn, at the commencement of the University term.

(c) The Company should pay me at the rate of \$250 per month up to December 31st, 1879 (which would complete the balance of \$5000 due me as salary for this year under my agreement with the Bell Telephone Co.) and from the 1st January 1880 to the 1st July, the Company should pay me at the rate of \$416.66 per month.

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I am willing to devote such time to legal suits as Counsel may find needful provided that my expenses while absent from my family on the business of the Company are repaid to me.

3. (a) I am willing to offer to the Company all inventions made by me during the period of my engagement—with the proviso that the Company shall decide within a reasonable time after the offer has been made in writing (say within thirty days) whether to accept the invention offered or not; and that in the event of the Company failing to accept the invention it shall become my own personal property—to be 3 disposed of by me as I think best.

(b) The acceptance of an invention by the Company should involve an obligation to introduce the invention into public use. Should the Company accept any invention of mine and fail to introduce it into public use within a reasonable time—say within one year—the invention is to revert to me, to become my own personal property, to be disposed of by me as I think best, unless some mutual understanding has been arrived at in writing.

(c) In regard to the manner in which my inventions should be offered to the Company, I would suggest the following plan—

A full description of my invention should be submitted in writing to the Executive Committee to be considered as a strictly private and confidential communication. The Committee are to decide within a specified time (say 30 days) whether to accept the invention or not.

In the event of acceptance, the Committee to notify me, and give instructions to some competent person to prepare a specification.

(d) I should only be bound to offer inventions to the Company—the agreement should not be made to include “all results” of my work. For instance—I have in course of preparation a work on Electric Telephone which is intended to be a means of establishing my reputation

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upon an enduring foundation, and to attain this end I shall spare neither labour nor expense. This work should belong to me and not to the Company but I am perfectly willing to agree to withhold its publication so long as such publication would be prejudicial to our law-suits unless indeed the Company should in the meantime enter into negotiations with the opposition.

4. (a) As I shall be at work upon different experiments at the same time (for this is my way of working when I am most successful) it will be practically impossible for me to tell what any one invention may have cost—nor does it seem quite right that I should run all the risk and the Company gain all the benefits of such expenditure. I would suggest as probably the most feasible working arrangement that the Company should allow me a certain fixed sum per annum—say \$500—in full for such expenses.

(b) I find it almost impossible to carry on Telephonic experiments without the aid of an assistant and I would recommend that the Company should pay his salary not to exceed say—\$50 per month.

(c) My work upon Electric Telephony to be produced at my own expense.

(d) I am now engaged in preparing references to all published accounts of researches bearing upon Telephony for the information of counsel—the said references to be used by them in our law-suits; and I am at some expense on account of searches, translations, etc. Such expenses will of course be repaid to me by the Company notwithstanding the fact that I may be able at some future time to make use of these references in my book upon Electric Telephony.

5. It should be the understanding of both the parties to our agreement that no arrangement shall be made during its continuance with other parties which shall compromise my reputation as the original inventor of the Speaking Telephone, and that if any arrangement is made with other parties, I reserve to myself the right to terminate this agreement.

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I shall be glad to have you draft an agreement upon the basis of our respective letters, and hope to hear from you shortly concerning the matter.

I am, My dear Sir, Yours truly, (Signed)—Alexander Graham Bell.